

PERFORMANCE WORK STATEMENT (PWS)

PESTICIDE DATABASE SERVICE

Project Number FE102455J

Part 1

General Information

1. **GENERAL:** This is a non-personal services contract to provide Pesticide Database Services. The Government shall not exercise any supervision or control over the contract service performed herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Description of Services/Introduction: The Contractor shall provide all personnel, and other items and non-personal services necessary to perform Pesticide Data Entry Services as defined in this Performance Work Statement (PWS), section 5 except for those items specified as government furnished property and services. The Contractor shall perform to the standards in this contract.

1.2 Background: Fort Campbell is required to provide reporting of pesticides IAW state and federal laws. Analysis of applied pesticides for effectiveness (show trends) as well as database management for quantities used throughout the installation is necessary to accomplish this.

1.3 Objectives: The objective for this contract is to provide services to maintain the pesticide database.

1.4 Scope: The contractor shall provide personnel, management, and any other items necessary to perform the duties of Pesticide Database Management as defined in this performance work statement at Fort Campbell, Kentucky.

1.5 Period of Performance: Base Year and 2 option years

1.6 General Information

1.6.1 Federal Observed Holidays:

New Year's Day

Martin Luther King Jr.'s Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

1.6.2 Hours of Operation: The Contractor is responsible for conducting business, between the hours of 0730 and 1600 Monday through Friday with 30 minutes for lunch break except Federal holidays or when the Government facility is closed due to local or

national emergencies, administrative closings, or similar Government directed facility closings. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. Failure to provide coverage will result in a pre-rated deduction for payment IAW the federal Acquisition Regulations.

1.6.2.1 If personnel are not present for performance at the duty location for any portion of the normal scheduled business day, payment will be deducted for the number of labor hours that the normally scheduled personnel, or their replacement, is not present.

1.6.2.2 Contractor shall notify the COR at least one week in advance of any scheduled leave. Contractor shall notify COR by e-mail and by phone no later than 8:00 A.M. in the event the assigned person is ill or unable to report to work that day. Contractor will ensure positive contact is made with the COR (or his/her supervisor in the event the COR is not on duty) when a contractor's employee will be out/unavailable for the day.

1.6.3 Place of Performance: The work to be performed under this contract will be performed at Fort Campbell in TN.

1.6.4 Quality Control Program (QCP): The Contractor shall develop and maintain an effective QCP to ensure services are performed in accordance with (IAW) this PWS. The QCP must be forwarded to and accepted by the Government Project Manager. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of deficiencies. The Contractor's QCP is the means by which the Contractor assures that the work complies with the requirement of the contract. After acceptance of the QCP the Contractor shall receive the contracting officer's acceptance in writing of any proposed change to the QCP.

1.6.4.1 The contractor shall furnish for approval by the Government, not later than 30 days after Contract Award Date, the Contractor Quality Control (CQC) Plan with which he proposes to implement the inspection and quality control requirements of the contract. The plan shall identify personnel, procedures, instructions, records, and forms to be used. If the contractor fails to submit an acceptable QC plan within the time herein prescribed, the Contracting Officer (KO) may refuse to allow work.

1.6.4.2 Control: Contractor Quality Control is the means by which the contractor assures himself that his construction complies with the requirements of the contract plans and specifications. The controls shall be adequate to cover all operations.

1.6.4.3 The contractor shall maintain current records of quality control operations and activities performed and acknowledgment of deficiencies noted along with the corrective actions taken on current and previous deficiencies.

After acceptance of the QCP the Contractor shall receive the Contracting Officer's acceptance in writing of any proposed change to the QCP.

1.6.5 Quality Assurance: The government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP).

This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.6.6 Type of Contract: The Government will award a service type contract this action

1.6.7 Security Requirements: Not applicable

1.6.7.1 PHYSICAL Security: The Contractor shall safeguard all government equipment, information and property provided for Contractor use. Contractor shall maintain a physical security checklist/log which will be forwarded to the COR on a monthly or quarterly basis. At the close of each work period, government facilities, equipment, and materials shall be secured.

1.6.7.2 Key Control: The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer.

1.6.7.2.1. Lost keys shall be reported to the COR and the KO. In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.

1.6.7.2.2. The Contractor shall prohibit the use of Government issued keys by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer (KO).

1.6.7.3 RESERVED

1.6.8 Special Qualifications:

1.6.8.1 Contract personnel performing the work are required to have a working knowledge of pesticides in order to make the proper entries in the database and reports to

USDA for pest management and pesticide applications. Contractor shall submit proof of these qualifications with proposal. Minimum of 2 years experience with pesticides is required.

1.6.8.2 Have ability to use Microsoft Office products to include but not limited to Word, Excel, and Access databases

1.6.8.3 be able to independently establish priorities, plan objectives, select techniques and procedure, and ensure that all actions taken are consistent with Federal statutes

1.6.8.3 Display demonstrated skill to effectively communicate, in both oral and written form, facts and circumstance in a fashion understandable to others.

1.6.8.4 be familiar with and able to interpret applicable Federal, state, and municipal laws and regulations, Executive Orders, and Army policies as pertains to pesticides and applications.

1.6.8.5 Provide verifiable experience of database entries and management for the proposed Pesticide data management person performing the above requirements of these contract documents for a minimum of 5 years.

1.6.8.6 The contractor shall maintain any training required to maintain certifications to perform this contract at no additional cost to the government

1.6.9 Post Award Conference/Periodic Progress Meetings: The Contractor will attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation (FAR) Subpart 42.5. The KO and Contracting Officer's Representative (COR) shall meet periodically with the contractor to review the contractor's performance. At these meetings the KO will apprise the Contractor of how the Government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues.

1.6.10 Contracting Officer's Representative (COR): The COR Management System Tool (Virtual Contracting Enterprise (VCE)-Acquisition Resource Center (ARC) <https://arc.army.mil/COR>) for nomination, tracking, documentation, and management of CORs will be used. The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration The COR is authorized to perform the following functions: Assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, and specifications; monitor Contractor's performance and notifies both the KO and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with

regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.6.11 Key Personnel: The following personnel are considered key personnel by the Government: The Contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The contract manager or alternate shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available from 0730 to 1600, Monday through Friday except Federal holidays or when the Government facility is closed for administrative reasons.

1.6.12 Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed.

1.6.12.1 Uniforms: Uniforms are not required for this contract. All Contractor personnel working under this contract shall practice high standards of personal hygiene and maintain a neat, clean and well-groomed appearance at all times while performing this contract. Some interaction with military personnel frequently occurs so a professional appearance is required. Personnel shall dress for a business atmosphere and conduct themselves in a professional manner at all times. To support the above requirement personnel shall comply with Army Regulation 670-1 Appearance and Grooming Policies, chapter 3 “on duty” requirements.

1.6.12.2 Identification Badges: The contractor shall require that all employees have identification badges, with picture, for all employees. The card/badge shall include employee’s name, signature, company name, and be of a design approved by the Government Project Manager. Card/badge shall be submitted for approval within 10 days of contract award. Employees shall be required to display the identification badge at all times within the boundaries of this installation.

1.6.13 Reserved

1.6.14 Contractor Personnel Conduct: Contractor personnel’s conduct shall not reflect discredit upon the Government. The Contractor shall ensure that personnel present a professional appearance. The Contractor’s employees shall observe and comply with all local policies and procedures concerning fire, safety, environmental protection, sanitation, security, and possession of firearms or other lethal or illegal weapons or substance. The Contractor is responsible for ensuring that any contractor employees providing services under this contract conduct themselves and perform services in a

professional, safe, and responsible manner. The Contractor shall remove from the job site any employee for reasons of misconduct or security. In accordance with DOD Directive 5500.7-R, "Joint Ethics Regulation", Contractor employees must avoid improperly influenced in the execution of their duties under the contract. Particular attention should be paid to acceptance of gifts/ gratuities, and on non-disclosure of sensitive or classified information. The Contractor shall ensure employee conduct complies with 41 U.S. C 423 relative to release of acquisition related information or actions or discussions which may prejudice future competitions. The Contractor shall ensure no contractor employees conduct political related activities or events on the US Army Facilities.

1.6.15 Interface with Government Operations: Performance of work by the contractor under the terms of this contract shall not interfere with regularly scheduled governmental activities.

1.6.16 Data Rights: The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the KO. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

1.6.17 Organizational Conflict of Interest: Contractor and subcontractor personnel performing work under this contract may receive, have access to, or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.), or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the KO immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the KO to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the KO, and in the event the KO unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the KO may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.6.18 Phase In/Phase Out: Not applicable

1.6.19 Antiterrorism (AT) and Operations Security (OPSEC)

1.6.19.1 AT Level I Training: This provision/contract text is for contractor employees with an area of performance within an Army controlled installation, facility, or area. All contractor employees, to include subcontractor employees, requiring access to Army

installations, facilities, and controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the Government Project manager within 30 calendar days of Notice to Proceed calendar days after completion of training by all employees and subcontractor personnel.

1.6.19.2 Access and General Protection/Security Policy and Procedures: Contractor and all associated sub-contractors' employees shall comply with applicable installation, facility, and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshall Office, Director of Emergency Services, or Security Office. Contractor workforce must comply with all personal identity verification requirements as directed by DOD, HQDA, and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

1.6.19.2.1 Installation Access:

In order to gain access to Fort Campbell, KY non-Federal Government and non-DoD issued ID cardholders require identity proofing and vetting to determine fitness and eligibility for access. Specifically, a check of records through the National Crime Information Center (NCIC) Interstate Identification Index (III) is the Army's minimum background check for the entrance onto Army installations for non-Common Access Card (CAC) holders, to include entrance of visitors.

Fort Campbell applies the following non-Federal Government cardholder criteria to determine the authorized type of access control credentials:

- | | |
|----------------------------------|-------------------------|
| a. Contractors | RAPIDGate or 1-Day Pass |
| b. Sub-Contractors | RAPIDGate or 1-Day Pass |
| c. Vendors | RAPIDGate or 1-Day Pass |
| d. Suppliers | RAPIDGate or 1-Day Pass |
| e. Service Providers | RAPIDGate or 1-Day Pass |
| f. Visitors (Case-by-Case Basis) | : 1-Day Pass |
| g. Privatized Business Partners: | Air Assault Card |

(The following are Privatized Business Partners: IHG, Campbell Crossing, University/College faculty, Fort Campbell Credit Union, Bank of America and Home Health Care)

Contractor Common Access Card (CAC) Eligibility: Authorized Contractor personnel requiring access to two or more DoD-controlled installations/facilities on a recurring

basis for a period of 6 months or more; *OR* an individual requiring both access to a DoD-controlled installation/facility and onsite/remote access to DoD or Army controlled information networks on behalf of the Army REQUIRE a favorable Nation Agency Check with Inquiries (NACI) background investigation. Buildings or activities where special security measures (i.e., Controlled Access Areas) are employed may be considered a “separate facility” from the installation, in accordance with the determination of the command leadership for the particular building/activity.

- a. Initial issuance of a CAC requires the completion of a Federal Bureau of Investigation (FBI) fingerprint check with favorable results and the successful submission of a NACI (equivalent or higher) background investigation to the Army’s investigative service provider, the U.S. Office of Personnel Management (OPM), via the U.S. Army Personnel Security Investigation Center of Excellence.
 - i. To process the NACI, a Background Investigation Worksheet, (FC FM 255), and proof of citizenship is required. The following are the only documents allowed for citizenship verification: birth certificate, certificate of citizenship-INS, certificate of naturalization, certification of birth-Form DS-1350, certification of birth-Form FS-545, passport and the report of birth abroad-Form FS-240.
 - ii. The Contracting Officer’s Representative (COR) is responsible for completion and submission of the “Initiation Packet” consisting of each individual’s completed FC FM 255 and citizenship documentation.
 - iii. The COR submits the completed packet to the DPTMS Security & Intelligence Division (SID) for review. Following review by the SID, the COR will be contacted by the SID to have the individual make an appointment for fingerprinting. At the appointment, the SID representative will verify the information provided by the individual, take and submit digital fingerprints, and explain the remaining process.
- b. After the Contractor's appointment with SID, Fort Campbell Installation Access Control will issue the individual a 30-day installation pass to allow for processing of the NACI background investigation. The NCIC III must be favorable prior to issuance of the 30-day pass.

Contractor personnel who are ineligible for a Common Access Card (CAC) will be required to either obtain a daily visitor’s pass or participate in the RAPIDGate Program. RAPIDGate is a voluntary program due to associated costs.

REAL ID Act – 8 January 2016:

Background: The REAL ID Act of 2005 establishes minimum standards for the production and issuance of state-issued driver’s licenses and identification cards,

which include requirements for a photograph and certain biographic information, such as name, DOB, gender, height, eye color & address. State-issued driver's licenses and identification (ID) cards from states not meeting the standards cannot be used for accessing Federal facilities beginning 10 Jan 2016, unless the issuing state's compliancy deadline has been extended by the Department of Homeland Security (DHS).

As of 31 Dec 2015, DHS indicates driver's licenses and ID cards from the following states are not compliant with the standards of the REAL ID Act: Illinois, Minnesota, Missouri, New Mexico and Washington. Twenty-three other states are pursuing compliancy for their programs and have an extended compliancy deadline of 10 Oct 2016; Alaska, California, New Jersey and South Carolina are included in the extended compliancy deadline list.

Current Status: DoD, like all other Federal agencies, is prohibited from accepting non-compliant driver's licenses. Therefore, visitor control centers will no longer accept a non-REAL ID driver's license or ID card for physical access. Unless the individual possesses one of the authorized government-issued ID cards delineated in Directive Type Memorandum (DTM) 09-012, the individual will need to present one of the documents below from Attachment 4 of DTM 09-012) to prove identity in order to be issued a temporary installation pass:

- United States Passport or United States Passport Card
- Permanent Resident Card/Alien Registration Receipt Card (Form I-551)
- Foreign passport with a temporary (I-551) stamp or temporary (I-551) printed notation on a machine readable immigrant visa
- Employment authorization document that contains a photograph (Form I-766)
- In the case of a nonimmigrant alien authorized to work for a specific employer incident to status, a foreign passport with Form I-94 or Form I-94A bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, as long as the endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.
- School identification card with a photograph
- U.S. Military or draft record
- U.S. Coast Guard Merchant Mariner Cards
- Transportation Worker Identification Card

- Native American Tribal Document

All persons requesting unescorted access will continue to be vetted through the NCIC, prior to being issued a locally produced ID or pass. If a visitor requesting access does not have REAL ID Act compliant form of identification and cannot provide supplemental identity proofing documents, they must be escorted at all times while on the installation.

For the most current information concerning state-by-state compliance with the REAL ID Act, please visit <https://www.dhs.gov/current-status-states-territories>.

1.6.19.2.2 Access procedures for all personnel may change at any time due to installation security requirements.

1.6.19.3 The contractor shall initiate the appropriate security clearance action in accordance with Contract Verification system (CVS) procedures. The contract personnel is required to obtain a common Access Card (CAC) in order to access the Government computer system and input required data. In the event proposed personnel are unable to meet the requirements of the CAC within 30 days the Contractor shall propose a second qualified person who can. In the event the second individual is unable the contract may be terminated and awarded to the next acceptable Contractor.

1.6.19.3.1 Disclosure of Information: Performance under this contract may require the contractor to access data and information proprietary to a government agency, another government contractor, or of such nature that its dissemination or use other than as specified in this work statement would be adverse to the interests of the government or to others. Neither the contractor, nor contractor personnel, shall divulge nor release data or information developed or obtained under performance of this work statement, except to authorized government personnel or upon written approval of the Contracting Officer. The contractor shall not use, disclose, or reproduce proprietary data which bears a restrictive legend, other than as specified in this work statement.

1.6.19.3.2 Disclosure of information regarding operations and services of the activity to persons not entitled to receive it, or failure to safeguard any classified information that may come to the contractor (or any persons under the contractor's control) in connection with work under this work statement, may subject the contractor, contractor's agent, or employees to criminal liability under Title 18, Sections 793 and 798 of the United States Code. Neither the contractor or contractor's employees shall disclose or cause to be disseminated, any information concerning the operations of the activity which could result in, or increase the likelihood of, the possibility of a breach of the activities' security or interrupt the continuity of this operation.

1.6.19.3.3 All inquiries, comments, or complaints arising from all matters observed, experienced, or learned as a result of, or in connection with the performance of this contract, the resolution of which may require the dissemination of official information, will be directed to the Contracting officer.

1.6.19.3.2.4 Inquiries received by the contractor for work performed under this contract shall be referred to the Government for evaluation under the Freedom of Information act of 1975, Public Law 93-502, 5 USC., Section 552. The determination of whether records will be released will remain with the government. The contractor shall be responsible for search and submission of records upon request by the government.

1.6.19.3.2.5 The contractor shall not release any information (including photographs, files, public announcements, statement, denials, or confirmations) on any part of the subject matter of this contract or any phase of any program here under without the prior written approval of the Contracting Officer. The contractor shall not release information regarding individuals without prior authority of the contracting officer. All documentation showing individuals' names or other personal information will be controlled and protected. The provisions of the Privacy act of 1974, Public Law 93-5779, 5 USC., Section 552a, do apply.

1.6.19.4 iWATCH Training: This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area. The contractor and all associated sub-contractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 10 calendar days of new employees commencing performance with the results reported to the KO NLT 15 calendar days of new employee training.

1.6.19.5 to 1.6.19.12 RESERVED

1.6.20 Emergency Services

1.6.20.1 The Contractor shall have competent personnel trained and capable of dealing with minor personnel injuries. The Contractor or their employees shall immediately notify their supervisor of any accident requiring emergency medical treatment. The Contractor will, in turn, notify the KO or COR within 30 minutes of the incident.

1.6.20.2 Emergency medical treatment and services for Contractor personnel is the responsibility of the Contractor. Emergency medical care for contractor personnel injured on-the-job or experiencing emergency illness at Blanchfield Army Community Hospital (BACH). Emergency medical care will be limited to those services necessary to prevent undue suffering or loss of life. Emergency care provided to contractor personnel will be priced at the established Army rate and the contractor shall provide reimbursement to the Government

1.6.20.3 FIRE PREVENTION. The Government will provide routine and emergency fire protection.

1.6.20.3. to 1.6.20.5. RESERVED

1.6.20.6. MAINTENANCE OF PROJECT/WORK SITE:

1.6.20.6.1. The contractor shall keep the work area in a neat, clean and professional manner.

1.6.20.7. PROTECTION:

1.6.20.7.1 Protection of Existing Property: Upon commencement of work the Contractor shall ensure deficiencies in the facility assign have been noted and turned to the COR for applicable repair. During the course of the contract any repairs that become necessary to protect personnel and property shall be provided to the COR for action. Examples can be: water leaks, loose floor tiles, HVAC or lighting inoperative, etc. Any damage caused by contract personnel shall be repaired or replaced as approved by the Contracting Officer at no additional cost to the Government.

1.7. ENVIRONMENTAL ISSUES:

1.7.1. The contractor is responsible for knowledge of and compliance with all environmental laws, regulations, and programs of this installation, the County, State and Federal agencies that relate to or may arise under the performance of this contract. Included, but not limited to is awareness of the Fort Campbell Environmental Management System and its applicability to contracted services and compliance with applicable standards for the prevention, control and abatement of environmental pollution in full cooperation with the Installation, Federal, State, and local Governments

1.7.2. Penalty charges resulting from citations against Department of Defense, Department of the Army, or Fort Campbell, Kentucky, or its agents, officers, or employees due to the contractor's failure to comply with environmental laws, regulations, and programs, that relate to or may arise under the performance of this contract may be deducted or set-off by the Government from any monies due the contractor, and with respect to such citations, the contractor will further take any corrective or remedial actions as directed by such agencies.

1.7.3. to 1.7.10. RESERVED

1.7.11. DISPOSITION OF MATERIAL:

1.7.11.1. Proper disposal of materials from performance of this contract is the responsibility of the contractor. All white paper is required to be separated into the designated containers.

1.8. RESTRICTED TRAFFIC ROUTES: Contractors are required to observe and adhere to restrictions for roads used for military physical training routes. These roads allow no access or limited access during specific times of the day.

1.9. SAFETY:

1.9.1. The contractor shall comply with requirements of EM 385-1-1, SAFETY AND HEALTH REQUIREMENTS MANUAL – USACE (See <http://www.usace.army.mil/SafetyandOccupationalHealth/SafetyandHealthRequirementsManual.aspx>).

1.10. SUBMITTALS. Submittals shall be submitted electronic copies as identified for all deliverables listed to the Government Project Manager

1.10.1. Reports: Reports as specified and any other Deliverables shall be submitted on CD or email as directed by the Government Project Manager to the following address: Directorate of Public Works

Engineering Design Branch
Building 865 16th & Bastogne Street
Fort Campbell, KY 42223-5130

ATTN: (E-mail to both the following)
Mary-o.m.belcher.civ@mail.mil
Jessie.l.rose3.civ@mail.mil

1.11 Vandalism: Any acts of vandalism discovered by the Contractor shall immediately be reported to the Military Police and COR.

1.12 Workload: Historic data provides evidence of an average of approximately 750-1000 data inputs each month.

PART 2
DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

2. DEFINITIONS AND ACRONYMS:

2.1 Definitions:

2.1.1 Cannibalize. Remove parts from Government property for use or for installation on other Government property.

2.1.2 Contractor. A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

2.1.3 Contractor Acquired Property. Property acquired, fabricated, or otherwise provided by the contractor for performing a contract and to which the Government has title.

2.1.4 Contracting Officer (KO). A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.5 Contracting Officer's Representative (COR). An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.6 Defective Service. A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.7 Deliverable. Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

2.1.8 Equipment. A tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

2.1.9 Government Furnished Property. Property in the possession of, or directly acquired by, the Government and subsequently furnished to the contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the

contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

2.1.10 Government Property. All property owned or leased by the Government. Government property includes both Government-furnished property and contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

2.1.11. Key Personnel. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal. The prime contractor is responsible for performance of all subcontractors.

2.1.12 Loss of Government Property. Unintended, unforeseen or accidental loss, damage, or destruction of Government property that reduces the Government's expected economic benefits of the property. Loss of Government property does not include occurrences such as purposeful destructive testing, obsolescence, normal wear and tear, or manufacturing defects. Loss of Government property includes, but is not limited to:—

- (1) Items that cannot be found after a reasonable search;
- (2) Theft;
- (3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or
- (4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

2.1.13 Material. Property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling, and special test equipment or real property.

2.1.14 Non-Personal Services. The personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the government and its employees. Non personal service contracts are authorized by the government in accordance with FAR 37.012, under general contracting authority, and do not require specific statutory authorization.

2.1.15. Physical Security. Actions that prevent the loss or damage of Government property.

2.1.16 Property. All tangible property, both real and personal.

2.1.17 Property Administrator. An authorized representative of the KO appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a contractor.

2.1.18 Property Records. Records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

2.1.19 Provide. To furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

2.1.20 Quality Assurance. The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.21 Quality Assurance Surveillance Plan. An organized document written by the government specifying the surveillance methodology used for surveillance of contractor performance.

2.1.22 Quality Control. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.23 Real Property. See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

2.1.24 Sensitive Property means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

2.1.25 Subcontractor. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.26 Unit Acquisition Cost means—

(1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and

(2) For contractor-acquired property, the cost derived from the contractor's records that reflect consistently applied generally accepted accounting principles.

2.1.27 Wide Area Work Flow (WAWF): A secure web based system for electronic invoicing, receipt, and acceptance. WAWF allows government vendors to submit and track invoices and receipt/acceptance documents over the web and allows government personnel to process those invoices in a real-time, paperless environment.

2.1.28 Work Day. The number of hours per day the Contractor provides services in accordance with the contract.

2.1.29 Work Week. Monday through Friday, unless specified otherwise.

2.2 Acronyms:

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CAP	Contractor Acquired Property
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTS	Commercial-Off-the-Shelf
DA	Department of the Army
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
FAR	Federal Acquisition Regulation
GPM	Government Project Manager
GFP	Government-Furnished Property
HIPAA	Health Insurance Portability and Accountability Act of 1996
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PA	Property Administrator
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
TE	Technical Exhibit
WAWF	Wide Area Work Flow

PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

3.1 Services:

3.2 Facilities: The Government will provide appropriate office space general office supplies, (paper, pencils, computer, computer diskettes, etc.), telephone service, LAN access, electronic mail, voice mail, internet access, technical libraries, printing, limited GIS/automation support, and photocopying and shared access to printers as required for performance of this contract. The Contractor is responsible for maintaining and keeping track of government furnished facilities.

NOTE: Communication services will be subject to standard monitoring requirements of the government communication network.

3.3 Utilities: The Government will provide necessary power and water to perform the prescribed work. The Contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for prevention of utility waste which include turning off the water faucets or valves after use.

3.4 Equipment: RESERVED

3.5 Materials: The Government will provide all materials necessary to perform the contract requirements.

3.6 Record Keeping. The Contractor shall establish and maintain the records of Government property in accordance with FAR 52.245-1 and the Property Administration Guidebook. They are:

- (1) Name, part #, NSN
- (2) Quantity received, issued, on hand
- (3) Unit acquisition cost
- (4) Unique Item Identifier
- (5) Unit of Measure
- (6) Accountable contract #
- (7) Location
- (8) Disposition
- (9) Posting reference or date of transaction
- (10) Date placed in service

The Contractor shall tag, label, or mark Government Furnished Property as subject to serially managed items IAW DFARs 252.245-7000.

3.7 Security: The contractor is responsible for all Government furnished material and equipment to be used under this contract.

3.8 Property: The contractor shall not use property provided by the government for any purpose other than in the performance of this contract

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1 General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 3 of this PWS.

4.2 Secret Facility Clearance: Not applicable

4.3. Materials: Not applicable

4.4. Equipment: Not applicable.

4.5 Physical Security: The government shall not be responsible in any way for damage to the contractor's property or to contractor personnel's personal belongings that may be damaged or destroyed by fire, theft, accident, or other disaster.

PART 5 SPECIFIC TASKS

5. SPECIFIC TASKS:

5.1. Basic Services: The Contractor shall provide services for Database Maintenance: Contractor shall maintain Installation Pest Management Information Systems (IPMIS) database, Pesticide usage database, and Pesticide Inventory Database. The database shall be kept current with all records of pesticide applications to be entered into the appropriate database within 30 days of receipt

5.2. Utilize Government owned personal computer to maintain and manipulate data associated with the application of pesticides on Fort Campbell. The individual doing this work shall be proficient in Microsoft Office programs to include Access, Excel, Word, and PowerPoint applications

5.2.1. Provide reports for trends that appear during analysis of data input.

5.2.2. REPORTS/DELIVERABLES: The Contractor shall be required to provide certified monthly progress reports to the COR for review and concurrence. prior to submittal to the Government Project Manager. These reports are due no later than the fifth 5th of each month. The monthly report shall contain an accurate, up-to-date account of all work completed during the month. Reports shall be no longer than 2 pages unless prior approval is obtained. Databases shall be updated monthly. Generally, the Contractor shall maintain various logbooks or a filing system to support the work effort of this contract. This information shall be the responsibility of the Contractor but shall be subject to inspection or research by Government personnel at any time as properly coordinated through the COR. At the conclusion of this contract, all log books, files, electronic files, etc. shall be neatly boxed and labeled as directed by the COR and submitted for final approval to the Government Project Manager prior to final invoicing. Daily reports will be required as well to support actual number of hours worked.

5.2.2.1. Hard Copy and Electronic Versions. Unless stated otherwise electronic documentation shall be included with all hard copy information. Where applicable, the hard copy shall have signatures and dates. Examples of electronic types of information are spreadsheets, reports, inspection results, meeting minutes, etc.

5.3. Contractor Manpower Reporting (CMR): The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the Contractor shall report ALL Contractor manpower (including subcontractor manpower) required for performance of this contract. The Contractor shall supply all the information in the format using the following web address <https://Contractormanpower.army.pentagon.mil>. The required information includes: (1) Contracting Office, Contracting Officer, or also known as the Contracting Officer's Representative (COR); (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor's name, address, phone number, e-mail address, identity of Contractor employee entering data; (5)

Estimated direct labor hours (including sub-Contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-Contractors); (7) Total payments (including sub-Contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by Contractor (and separate predominant FSC for each sub-Contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the Contractor with its UIC for the purposes of reporting this information); (11) Locations where Contractor and sub-Contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of Contractor and sub-Contractor employees deployed in theater this reporting period (by country). As part of its submission, the Contractor shall provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period shall be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a Contractor's system to the secure website without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the website. NOTE: CMRA data will be included as part of overhead costs – no other payment will be made for this.

PART 6
APPLICABLE PUBLICATIONS

6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

6.1 The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures. Any Contractor provided publications are to be procured and maintained at Contractor's expense.

6.1.1. EM 385-1-1 USACE Safety and Health Manual- see <http://www.usace.army.mil/SafetyandOccupationalHealth/SafetyandHealthRequirementsManual.aspx>.

6.1.2. Fort Campbell Technical Design Guide as pertains to this contact.

6.1.3 USDA database requirements

PART 7
ATTACHMENT/TECHNICAL EXHIBIT LISTING

7. ATTACHEMENT/TECHNICAL EXHIBIT LIST:

7.1 Attachment 1/Technical Exhibit 1 – Performance Requirements Summary

7.2 Attachment 2/Technical Exhibit 2 – Deliverables Schedule

7.3 Attachment 3/Technical Exhibit 3 – Estimated Workload Data

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TECHNICAL EXHIBIT 1

Performance Requirements Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Required Services (Tasks)	Performance Standard	Acceptable Quality Level (This is the maximum error rate. It could possibly be “Zero deviation from standard”)	Method of Surveillance
# 1. The contractor shall Maintain Pesticide database – entries within 30 days of pesticide application. PWS paragraph 5.2	The contractor will provide at minimum 95% Error Free	5%	Customer Complaints and periodic visual inspection/monitoring
# 2 Provide Consultation Service upon request PWS paragraph 5.2	95% error free	5%	QA auditing records, Monthly reports

TECHNICAL EXHIBIT 2

DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
Quality Control Plan (QCP) PWS paragraph 1.6.4	30 days after notice to proceed	Electronic	MS Word	Contracting Officer IAW PWS Paragraph 1.10.1
Identification Badge/s PWS paragraph 1.6.12.2	10 days after notice of award	Electronic	NA	GPM IAW PWS Paragraph 1.10.1
AT Level 1 training certificate PWS paragraph 1.6.19.1	30 days after notice of award and prior to physically beginning work	Electronic	NA	GPM IAW PWS Paragraph 1.10.1
Activity Hazard Analysis IAW EM 385-1-1 PWS paragraph 1.9.1	10 days after notice to proceed	Electronic	MS word or PDF	GPM IAW PWS Paragraph 1.10.1
Reports PWS paragraph 1.10.1	As specified in the PWS	Electronic	CD or DVD	GPM IAW PWS Paragraph 1.10.1
Reports PWS Paragraph 5.2.2	5 th calendar day of each month	Electronic	MS Word, Excel or PDF as applicable	GPM IAW PWS Paragraph 1.10.1

TECHNICAL EXHIBIT 3
ESTIMATED WORKLOAD DATA

ITEM	NAME	ESTIMATED QUANTITY	
1	Pesticide Specialist Technician	_____	2,000 Hours

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